

REMARKS

Reconsideration of the above identified patent application is hereby respectfully requested in view of the following remarks. Claim 5 has been canceled and claims 1, 2, 6, 7, 17, and 18 have been amended. Claims 1-4 and 6-33 remain in the case.

A Request for Continued Examination (RCE) and payment thereof along with any petition for Extension of Time under 37 CFR 1.136(a) that may be required and payment thereof are attached hereto.

1. Review of the previously filed amendment by the applicant is noted.

2. The presentation of claims 1-33 is noted.

3. The Examiner's belief that the reference cited is relevant is noted.

4-6. Claims 1-33 were rejected under 35 U.S.C 102 (e) as being anticipated by Mozayeny et al. US Patent

Application Publication No. US 2002/0046077 (hereinafter "Mozayeny").

The Examiner provides a rationale to each claim rejected under Office Action item 4.

It is noted that the Examiner respectfully disagrees with the applicant regarding the various points of the previously filed amendment and states that the previously filed arguments have been considered but are not persuasive.

7. The action being made FINAL is noted. An RCE is attached hereto. The Amendment After Final is the required submission. Please enter and consider the Amendment After Final, which is believed to bring the application into condition of allowance.

8. Contact information for the Examiner and Supervisor are appreciated.

APPLICANT'S REMARKS CONCERNING INSTANT AMENDMENTS

Claim 1 and claim 2 have been amended to include the limitations of canceled claim 5. Additional recitation has also been added that only further limits the scope of prior

claim 5 by positively reciting that the client's ability to view MLS information is contingent on the client's first having accepted and fully completed online (over the Internet [claim 2] or over an area network [claim 1] a client commitment that is presented to the client wherein the client positively agrees to work (i.e., commits to) a first real estate agent.

Mozayeny teaches general access to his system only by the Listing Realtor Sellers Agent. Mozayeny clearly does not teach in his specification nor does he show in any of his drawing figures any access of MLS database information by showing agents, prospective buyers or sellers (i.e., by a client).

This is because the system of Mozayeny solves an entirely different purpose than that of the instant invention. Mozayeny provides an "appointment server", the purpose of which is to "schedule" property showings. A "showing" is term that is used in real estate when a person actually visits a property for sale and determines if there is an interest in making purchase of the property.

The instant invention solves an entirely different problem, which is provide a way to establish a client-agent

relationship online, and then and only then to allow the client to view "confidential" MLS information.

Other benefits, as the remaining dependent claims recite and as are disclosed throughout the specification, also occur as a result of having established the client-agent commitment.

Many of these other benefits are especially significant as well and are discussed briefly hereinbelow, however it is important to note that MLS data is especially useful and desirable information for a client to see if the client is searching for a particular type of property (i.e., certain attributes).

However, MLS information is confidential information that is not provided to the general public. In order for a member of the general public to gain access to this sensitive information, that member must first become a "client", that is a person who has agreed to work with a real estate agent.

A purpose of MLS information is to provide real estate agents with data on a wide array of properties that are for

sale, including properties that are listed by other real estate agents or by other real estate brokerages.

The agents then use this information to find relevant properties to present to their clientele. If the clients are interested in actually viewing any of these properties, they could use the system of Mozayeny and schedule an appointment to view the property.

The client, according to Mozayeny, is denied MLS access. To repeat, only the Listing Realtor Seller's Agent is allowed general access to the system.

There is no teaching or suggestion by Mozayeny to provide confidential MLS data to any client and certainly not to a member of the general public. MLS usage precludes the general dissemination of such information. The very firm (i.e., the Listing Realtor) would be denied access to this information if they were guilty of indiscriminate MLS dissemination, as suggested by the Examiner. The Listing Realtor, as with other realtors, must keep this MLS information confidential.

Once a client-agent relationship has been established, then and only then is it permissible to allow the viewing of

this data (MLS) and only then to a "client". A person (i.e., a member of the general public) becomes a client once he or she has established a relationship with a bona-fide, registered real estate agent.

The client may be either a buyer or a seller of property. However, Mozayeny in no way teaches the dissemination of MLS information to any client because his purpose is to schedule appointments to show properties for sale that are available for showing (not all properties for sale are available for showing).

However, the intent of the instant claimed invention allows the registered agent or any client of his or hers to search all MLS properties, regardless of whether or not these properties are available for showing.

It is not possible for a client using the system of Mozayeny, not already having established a relationship with an agent, to access MLS information. There is no teaching or suggestion to allow a person from the "general public" to use the system of Mozayeny to access MLS information. There is not even any general teaching to ever allow a "client" to use the system of Mozayeny to access MLS information.

Claims 1 and 2 have been amended to recite, "wherein said client is provided access to said system subsequent to said client electing to work with said first real estate agent and wherein said client must first agree to have said first real estate agent represent said client by accepting an online or area network Client-Commitment that is provided over said Internet or area network to said client and wherein said client must fully complete and agree to said Client-Commitment prior to an enabling of said means for sharing MLS property information between said first real estate agent and said client."

A client commitment that must first be agreed to and accepted by the client prior to a sharing of MLS information is an element absent the teaching of Mozayeny and would therefore be absent any applied combination.

This element provides surprising benefits not previously available. A person can go online and access the inventive database to view a list of available registered agents. The person can then pick one agent to work with. The person then completes a Client-Commitment and is allowed access to the MLS information.

Accordingly, a registered agent finds great value in such a system because he or she can acquire clients without a face to face meeting. The agent is able to peruse the search parameters of the new client, find out the favorite properties of the new client, and contact the new client to offer to show candidate properties. The system and teaching of Mozayeny fails to anticipate any of these benefits. With minimum study and an absolutely minimal investment in time, the agent is poised to show the client prospective properties. At this time, perhaps, the system of Mozayeny may be used to schedule the showings.

The agent is relieved of searching the MLS database to pick appropriate properties. The client already does this. It is even possible that a first contact of the agent, now having a client commitment, is to show the client a property that the client then purchases. The client has done the screening work that the agent typically does. The agent (and their firm) is assured the commission because of the already established Client-Commitment and established case law regarding client/real estate agent relationships.

Mozayeny, FIG 2, shows an automated communication path and with reference to 0041, clearly states that the sharing

of information along this path is specific to a request for and the scheduling of an appointment.

This is useful in creating an opportunity to show a "previously identified" property. There is no teaching or suggestion to share MLS information as the Examiner suggests or to find new properties by the client.

Mozayeny in section 0074 does teach the use of the appointment server as a source of information for sellers and showing agents, providing the information contains statistical information from showings, listing, and market activity. Again, there is no teaching or suggestion that MLS data be made available to clients.

Mozayeny in section 0054 does teach a showing agent (from the listing office) to log onto a web site and search for property, including MLS data. Mozayeny does not teach a client searching the MLS data base.

Arguendo, if somehow Mozayeny did teach a client somehow having the ability to search an MLS data base (which he does not actually teach), Mozayeny still does not teach or suggest a Client-Commitment. This remains an element

absent the teaching of Mozayeny and an element present in all remaining base claims.

Furthermore, Mozayeny does not teach agreement, acceptance, and completion of the Client-Commitment on line prior to allowing access by the client to the MLS information. This is another claimed element absent the teachings of Mozayeny.

This element provides and establishes a legitimate basis whereby the client is represented by an agent prior to such viewing taking place. Mozayeny does not teach or suggest the establishment of such a relationship.

Additionally, it is impossible, using the system of Mozayeny, for a person from the general public to log online (at any website) and gain access of MLS information. Even if the Examiner's assertions were correct, access to the system of Mozayeny (in any capacity) is only available to agents and potential buyers who are already clients (because Mozayeny teaches the need for the "agent" to log on line and enter a password before the "agent" is allowed MLS data access. If a client were to also be allowed such access, the agent would have to somehow also identify the client to the system of Mozayeny as a bona-fide client. (None of this is

actually taught or suggested by Mozayeny, this discussion is intended merely to embrace a "what if?" scenario and show that the system of Mozayeny cannot possibly anticipate the instant claims.)

Therefore, it is impossible for a person to establish a relationship with an agent using the system of Mozayeny. Such a relationship must have already been established. The instant inventive claims require the creation of a client-agent relationship on line.

Accordingly, claims 1 and 2 include elements absent the prior art and are believed to be in condition of allowance. Reconsideration is respectfully requested. The remaining dependent claims 3, 4 and 6-33 further limit the scope of claim 2, which is already believed to be in condition of allowance, and therefore are also believed to be in condition of allowance. Reconsideration of remaining dependent claims 3, 4, and 6-33 is respectfully requested.

Additionally, many of the dependent claims include elements not taught or suggested by Mozayeny. For example, a "favorite properties" file (claim 7) is not anticipated by Mozayeny. Claim 8, which provides updates of changes to the

client's "favorite properties" list is also not anticipated by Mozayeny.

Claims 18-22 each recite elements not taught or suggested by Mozayeny. Mozayeny does not teach or suggest the [first] agent viewing a list of properties that have been viewed by the client. There is no teaching or suggestion that the system of Mozayeny track properties that the client views nor that it offer this information to the agent for viewing [claim 18]. Mozayeny teaches the agent selecting properties for potential showing and forwarding that information to the potential buyer. This is fundamentally different than the client selecting (i.e., viewing) properties on his or her own and the system keeping track of the properties that the client viewed and then forwarding (i.e., making available) such a list to the agent.

Similarly, for claim 19, Mozayeny does not teach or suggest a first agent Faxing property defects to the system, as claimed, which is then available to a second agent for viewing.

Claim 20 is important because it underscores a difference between the system of Mozayeny and the instant

invention. This further limits the establishment of a client-agent relationship by stating that the client-commitment is made available on an initial login and requires both the client and the seller to complete for it to be valid.

The instant invention has separate registration requirements for clients and agents and, accordingly, affords vastly different capabilities to each.

Regarding claim 21, Mozayeny does not teach that a client can save property search criteria, as the instant claim recites. Given that it is impossible for a client to save property search criteria, it follows that it certainly is impossible for an agent to view what does not exist.

Regarding claim 22, Mozayeny does not teach alerting an agent when a client registers on the system. As Mozayeny does not teach registration of a client on line, as the base claims require via the client-commitment, Mozayeny cannot anticipate notification of the agent when a client registers (because there is no teaching that the client ever registers).

Similarly, the elements of claim 24 (alerting an agent when the client selects the agent to represent the client) and claim 25 (doing so by emailing the agent) are new.

Claims 30, 31, and 32 also disclose new elements, not previously known.

The remaining amendments to claims 6, 7, 17, and 18 are to remedy discrepancies in antecedent basis that arise due the canceling of claim 5.

It is respectfully requested that instant base claims 1 and 2 now include elements absent the prior art and that they are in condition for allowance as are remaining dependent claims 3, 4, and 6-33.

As all remaining claims 1-4 and 6-33 appear to be in condition of allowance, reconsideration thereof is respectfully requested, and a notice of allowance is courteously urged at the earliest time.

Respectfully submitted,



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